

PROJECT MANUAL

for

LTBB ODAWA INDIANS

**Tribal Health Clinic Insulation / Ventilation Improvements
IHS Project BE13LT0200C6**

PROJECT NO. 0203-13

February 14, 2014



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INVITATION TO BID

Project: Tribal Health Clinic Insulation / Ventilation Improvements
AEA Project No. 0203-13
IHS Project BE13LT0200C6

Owner: Little Traverse Bay Bands of Odawa Indians
7500 Odawa Circle
Harbor Springs, MI 49740

Architect: Anthony P. Esson, Architect
PO Box 479
Gaylord, MI 49734

Date: February 14, 2014

LTBB Odawa Indians will receive Bids from qualified Bidders for insulation and attic ventilation improvements to the Tribal Health Clinic located at Leers Road, Petoskey, Michigan:

Sealed Bids may be mailed or delivered in person to LTBB Odawa Indians, c/o Bryan Gillett; Planning Director; 7500 Odawa Circle, Harbor Springs, MI 49740. Bids must be received prior to 2:00 PM local time on Thursday, April 24, 2014. Bids will be opened publicly and read aloud in Room 312 immediately following the closure of the bidding period. The Owner will not consider or accept a bid received after the date and time specified for bid submission. Post Bid Interviews with the apparent low Bidder(s) will be scheduled following receipt of Bids. All Bids will be evaluated at a later date.

There will be a mandatory Pre-Bid Meeting conducted by the Owner and Architect/Engineer at 2:00 PM local time, Tuesday April 15, 2014. The meeting will convene at the Tribal Health Clinic Building, 1250 Leers Road, Petoskey, MI 49770. The Pre-Bid Meeting will consist of a brief informational meeting followed by an opportunity for Bidders to examine the Project site. Attendance by Bidders is mandatory. Attendance by Sub-bidders is not mandatory, but is strongly encouraged.

The Owner will award the contract to a single Contractor for work of all trades.

Bidding Documents will be available on or about March 31, 2014, and will be on file for inspection at the following locations:

LTBB Odawa Indians Planning Department
Builders Exchange Traverse City, Grand Rapids, Lansing, and Saginaw
CDC News Michigan
Construction Association of Michigan
Construction News Service of Michigan
Reed Construction Data
McGraw Hill Construction Dodge, Lansing

Bidding Documents will be available to Bidders in electronic format (.pdf) free of charge. Interested Bidder should email Sherri Temple, Planning Assistant at stemple@ltbbodawa-nsn.gov.

A Bid security in the amount of 5 percent of the Bid Sum in the form of a Bid Bond, or certified check payable to the Owner shall accompany each Bid. A personal or company check does not constitute a Bid security.

Refer to other bidding requirements described in Instructions to Bidders included in the Bidding Documents.

Bids shall be submitted on the Bid Form provided in the Bidding Documents.

Bidders must be licensed in the State of Michigan.

Bidders must not appear as listed parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. Bidders shall include certification regarding suspension and debarment on the Form provided in the Bid Documents.

This project is subject to compliance with the Davis-Bacon Act.

The Successful Bidder will be required to maintain the following Insurance coverages during the life of the contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan:

1. Workers Compensation and Employer's Liability Insurance Coverage.
2. Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence combined single limit, for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - a. Contractual Liability;
 - b. Products and Completed Operations Coverage;
 - c. Independent Contractors Coverage;
 - d. Broad Form General Liability Extensions or equivalent.
3. Vehicle Liability Coverage and Michigan No-Fault coverage including all owned, non-owned, and hired vehicles, of not less than \$1,000,000 per occurrence combined single limit.

The successful Bidder will be required to furnish Performance and Labor/Material Payment Bonds in the amount of 100% of the contract amount.

Bids will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all Bids, either in whole or in part; to award the Contract to other than the lowest Bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the Owner.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

- A. Document Includes:
 - 1. Bid submission.
 - 2. Intent.
 - 3. Work identified in contract documents.
 - 4. Contract Time.
 - 5. Definitions.
 - 6. Contract Documents identification.
 - 7. Availability of documents.
 - 8. Examination of documents.
 - 9. Inquiries and Addenda.
 - 10. Product substitutions.
 - 11. Site examination.
 - 12. Prebid conference.
 - 13. Bidder qualifications.
 - 14. Subcontractors.
 - 15. Submission procedure.
 - 16. Bid ineligibility.
 - 17. Prevailing Wage Requirements
 - 18. Certification Regarding Debarment and Suspension
 - 19. Security deposit.
 - 20. Performance Assurance.
 - 21. Bid Form requirements.
 - 22. Fees for changes in the Work.
 - 23. Bid Form signature.
 - 24. Additional bid information.
 - 25. Bid opening.
 - 26. Duration of offer.
 - 27. Acceptance of offer.
- B. Related Documents:
 - 1. Invitation to Bid.
 - 2. Bid Form - Stipulated Price (Single-Prime Contract).
 - 3. AIA Document A107-2007 Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.
 - a. Definitions.
 - b. Contract Time identification.
 - c. Tax exempt procedures.
 - d. Contractors fees for changes.
 - e. Contractor's liability insurance.
 - f. Bond types and values.
 - g. Liquidated Damages

1.2 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received by the LTBB Odawa Indians c/o Bryan Gillett, Planning Director; 7500 Odawa Circle, Harbor Springs, MI 49740 until 2:00 PM local time on Thursday, April 24, 2014.

- B. Bids submitted after the above time will not be considered.
- C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- D. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete insulation and ventilation improvements to the existing LTBB Tribal Health Clinic for a Stipulated Price contract, in accordance with Contract Documents.

1.4 WORK IDENTIFIED IN CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises remodeling of an existing building, including mechanical and electrical Work as described in the drawings and specifications.
- B. Location: 1250 Leers Road, Petoskey, MI 49770.

1.5 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.
- B. The Owner requires the work of this contract be completed as quickly as possible. Consideration will be given to time of completion when reviewing submitted Bids.
- C. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not Substantially Complete and approved for occupancy by applicable Governing Authorities within the time agreed upon, plus any extensions of time as allowed by the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay the Owner One Hundred Dollars (\$ 100.00) for each day that expires after the date of Substantial Completion agreed upon until the Work is Substantially Complete. Liquidated Damages charges shall be deducted from the Contractor's progress payment. The Owner reserves the right to demand legal proceedings should the actual loss exceed the damages provided herein.
- D. Contractor shall achieve Final Completion not later than thirty days after Substantial Completion. All architectural fees and costs incurred by the Owner after the Final Completion date resulting from the Contractor's failure to complete the Work as agreed shall be paid by the Contractor to the Owner prior to the authorization of final payment. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the current rate schedule in effect at the time of service, for services provided in connection with the Work. The architectural costs incurred after the final completion date will be deducted from the Contractor's progress payment or final payment as applicable.

1.6 DEFINITIONS

- A. Bidding Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form, and bid securities, identified.
- B. Contract Documents: Defined in AIA Document A107-2007 Article 7, including issued Addenda.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary Price identified by the Bidder in the Bid Form.

1.7 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as AEA Project No. 0203-13; IHS Project BE13LT0200C6; LTBB Odawa Indians Tribal Health Clinic Insulation / Ventilation Improvements as prepared by Anthony Esson, Architect and identified in the Project Manual.

1.8 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.9 EXAMINATION OF DOCUMENTS

- A. Bidders are responsible for full examination of the drawings, specifications and any addenda prior to submission of Bids.
- B. Bidding Documents are on display at the offices of the Owner and construction association plan room facilities as indicated in the Invitation to Bid.
- C. Upon receipt of Bidding Documents verify documents are complete. Notify Architect/Engineer if documents are incomplete.
- D. Immediately notify Architect/Engineer upon finding discrepancies or omissions in Bidding Documents.
- E. The Architect has endeavored to prepare Bidding Documents without conflicts or inconsistencies, however, it shall be recognized by the Bidder that conflicts and inconsistencies in the Plans and Specifications do occur. As such, in the case of a conflict or inconsistency in the Plans or Specifications that affects the Bid price, the Bidder shall include and/or shall be deemed to have included the higher quantity or quality of Product or material, and/or more labor intensive or costly installation in the Bid.
- F. The Architect has endeavored to coordinate the various aspects of the project in preparation of the Bidding Documents, however, it shall be recognized by the Bidder that components of the Work of any one trade may be identified at various locations throughout the Bidding Documents. As such, the successful Bidder shall be responsible for the Work identified in the Contract Documents as a whole without regard to the specific location of the information within the Contract Documents.

1.10 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Anthony P. Esson, at the office of the Architect/Engineer; e-mail at tony@anthonyessonarchitect.com.
- B. Verbal answers are not binding on any party.
- C. Submit questions not less than 7 days before date set for receipt of Bids. Replies will be made by Addenda.
- D. Addenda may be issued during bidding period. Addenda will be posted on Tribe's website and sent to construction association plan room facilities. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.11 PRODUCT SUBSTITUTIONS

- A. Where Bidding Documents allow "or equal" Products, substitutions may be made at the Bidder's discretion. Products substituted shall provide equal function, performance, dimension, appearance and quality as provided by the specified product. The Architect reserves the right to reject substitutions not meeting criteria for equal function, performance, dimension, appearance and quality. In that event, Contractor will be required to provide products meeting equal function, performance, dimension, appearance and quality criteria at no additional cost to the Owner. Preapproval for products specified as "or equal" prior to the submission of Bids is not required, and will not be acknowledged by the Architect.
- B. Where the Bidding Documents stipulate particular Products with no provisions for substitutions, substitutions will not be considered. The Architect will not acknowledge or respond to requests for substitutions for products specified "no substitutions" or "substitutions not permitted".
- C. Where Bidding Documents stipulate particular Products with provisions for substitutions, substitution requests will be considered by Architect/Engineer up to 7 days before receipt of Bids.
- D. With each substitution request, provide sufficient information for Architect/Engineer to determine acceptability of proposed products.
- E. When a request to substitute a Product is made, Architect/Engineer may approve the substitution. Approved substitutions will be identified by Addenda.
- F. In submission of substitutions to Products specified, Bidders shall include in their Bid, changes required in the Work and changes to Contract Time and Contract Price to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions will not be considered.

1.12 SITE EXAMINATION

- A. Examine Project site before submitting a Bid.

1.13 PREBID CONFERENCE

- A. A Bidders conference is scheduled for 2:00 PM local time on Tuesday April 15, 2014 at the project site 1250 Leers Road, Petoskey, MI 49770.

- B. General contract Bidders are required to attend. Attendance by major trades sub-bidders is not required, but is strongly encouraged.
- C. Representatives of the Owner and Architect/Engineer will be in attendance.
- D. Information relevant to Bidding Documents will be issued by Addendum.

1.14 BIDDER QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, current commitments, and license to perform work.

1.15 SUBCONTRACTORS

- A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Refer to AIA Document A201-1997, Article 5 of General Conditions.

1.16 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.
- B. Submit two copies of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside.
- C. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

1.17 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable at Owner's discretion.
- B. Bid Forms, and enclosures which are improperly prepared will be declared unacceptable at Owner's discretion.
- C. Failure to provide security deposit, bonds or insurance requirements will invalidate the Bid at the discretion of the Owner.
- D. Bidders that are debarred, suspended or otherwise ineligible to receive Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment are not eligible for contract award.

1.18 PREVAILING WAGE REQUIREMENTS

- A. This project is subject to compliance with the Davis Bacon Act. Refer to the Schedule of Prevailing Wage Rates for wage rates and fringes applicable to this project.

1.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- A. Contractors eligible to be awarded this contract must not be excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment.
- B. Bidders shall submit the Certificate Regarding Debarment, Suspension, and Ineligibility to Receive Federal Contracts, Certain Subcontracts, and Certain Federal Financial and Nonfinancial Assistance and Benefits with the Bid.

1.20 SECURITY DEPOSIT

- A. Bids shall be accompanied by security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Price on standard surety company form.
 - 2. Certified check in the amount of 5 percent of the Bid Price
- B. Endorse Bid Bond in name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse certified check in name of the Owner.
- D. Security deposits will be returned after execution of the Owner Contractor agreement.
- E. If no contract is awarded, security deposits will be returned.

1.21 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment bond as described in AIA Document A107 – 2007.
- B. Include the cost of performance assurance bonds in the Bid Price.

1.22 BID FORM REQUIREMENTS

- A. Complete requested information in the Bid Form and Bid Form Supplements.

1.23 FEES FOR CHANGES IN THE WORK

- A. When the Architect/Engineer establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, the percentage fee allowed for Overhead and Profit shall be Ten Percent (10%) on the net cost of work by the General Contractor, and Ten Percent (10%) on the gross cost of work by a Subcontractor.

1.24 BID FORM SIGNATURE

- A. Sign Bid Form, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.

3. Corporation: Signature of a duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.25 ADDITIONAL BID INFORMATION

- A. Any Bidder shall, upon request of the Owner/Architect, complete and submit the following within 24 hours of Bid opening.
 1. List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

1.26 BID OPENING

- A. Bids will be opened publicly immediately after time for receipt of Bids in the Room 312 at the Governmental Center located at 7500 Odawa Circle, Harbor Springs, MI 49740. Bidders may be present.

1.27 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after bid closing date.

1.28 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by the Owner, the Architect/Engineer on behalf of the Owner, will issue to the accepted Bidder, a written letter of Contract Award.
- C. Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within seven days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.
- D. The accepted bidder shall assist and cooperate with the Owner to prepare the Agreement, and within 7 days following its presentation shall execute Agreement and return it to the Owner.

END OF DOCUMENT

DAVIS-BACON WAGE RATE SCHEUDLE

The following five pages headed as General Decision Number: MI140118 01/03/2014 MI118 provides wage and fringe rates under Davis-Bacon Act applicable to this project.

END OF DOCUMENT

General Decision Number: MI140118 01/03/2014 MI118

Superseded General Decision Number: MI20130118

State: Michigan

Construction Type: Building

County: Emmet County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014

ASBE0047-005 07/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.82	15.78

BOIL0169-002 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 31.88	25.89

BRMI0009-024 08/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 25.43	13.77
TILE SETTER.....	\$ 25.43	13.77

CARP0202-002 06/01/2013

	Rates	Fringes
CARPENTER (Drywall Hanger and Form Work).....	\$ 19.02	16.60

CARP1102-005 06/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 24.24	21.79

* ELEC0498-017 06/01/2013

All Townships except Wawatam

	Rates	Fringes
ELECTRICIAN.....	\$ 27.49	16.04

ELEC0692-004 06/03/2013

Township of Wawatam

	Rates	Fringes
ELECTRICIAN.....	\$ 27.51	15.65

ENGI0324-021 07/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 29.09	20.90
GROUP 2.....	\$ 28.84	20.90
GROUP 3.....	\$ 27.74	20.90
GROUP 4.....	\$ 22.94	20.90
GROUP 5.....	\$ 19.89	20.90
GROUP 6.....	\$ 18.19	20.90

Crane operator with main boom and jib 300' or longer: \$1.50
per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00
per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July,
Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or
220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or
longer; tower crane, gantry crane and whirley derrick

GROUP 3: Crane; Paver; and Scraper; Stiff Leg Derrick

GROUP 4: Fork Truck (over 20' lift)

GROUP 5: Fork Truck (20' lift and under for masonry work)

GROUP 6: Oiler

IRON0340-002 06/01/2012

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 20.68	23.32

LABO1098-028 07/01/2013

	Rates	Fringes
LABORER		
Comon or General; Mason Tender - Brick; Mason Tender - Cement/Concrete; and Pipelayer.....	\$ 16.14	12.46
Sandblaster.....	\$ 17.35	12.46

PLAS0016-036 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 23.10	12.38

PLUM0085-001 05/07/2013

	Rates	Fringes
PIPEFITTER (Excluding HVAC Pipe & System Installation).....		
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 28.49	18.44
PLUMBER (Excluding HVAC Pipe & System Installation).....	\$ 28.49	18.44
PLUMBER (HVAC System Installation Only).....	\$ 28.49	18.44

 SFMI0669-003 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.25	17.12

SHEE0007-003 05/01/2013

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct & System Installation).....	\$ 25.72	20.06
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 25.72	20.06

SUMI2011-043 02/14/2011

	Rates	Fringes
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 19.48	5.02
GLAZIER.....	\$ 17.19	3.83
LABORER: Landscape & Irrigation.....	\$ 11.04	4.39
OPERATOR: Backhoe/Excavator.....	\$ 24.04	6.03
OPERATOR: Bulldozer.....	\$ 22.46	7.29
OPERATOR: Grader/Blade.....	\$ 24.04	6.03
OPERATOR: Roller.....	\$ 27.47	8.86
OPERATOR: Tractor.....	\$ 19.60	7.31
OPERATOR: Loader.....	\$ 24.04	6.03
PAINTER: Brush Only.....	\$ 16.20	2.07
PAINTER: Roller.....	\$ 16.61	2.09
PAINTER: Spray.....	\$ 16.37	2.08
ROOFER.....	\$ 13.64	4.58
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 16.56	3.50
TRUCK DRIVER: Flatbed Truck.....	\$ 17.44	4.51

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

BID FORM - STIPULATED PRICE (SINGLE-PRIME CONTRACT)

To: LTBB Odawa Indians
c/o Bryan Gillett, Planning Director
7500 Odawa Circle
Harbor Springs, MI 49740

Project: Tribal Health Clinic Insulation / Ventilation Improvements
AEA Project No. 0203-13
IHS Project BE13LT0200C6

Date: _____

Submitted by: _____
(full name)

(full address) _____

1.1 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Anthony Esson, Architect dated February 14, 2014 for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Price of:

\$ _____ (numerical)

\$ _____ dollars
(written), in lawful money of the United States of America.

We have included the cost of Performance and Labor/Material Payment Bonds in the Bid.

We have included, the security deposit as required by the Instruction to Bidders.

We acknowledge that Liquidated Damages will be assessed upon our failure to achieve Substantial Completion by the date agreed upon in the Contract, plus any extensions provided by Change Order.

1.2 BID SCHEDULE

Following are component Bids for each portion of the Work described in Section 01270 which make up the total Lump Sum Bid:

Bid Component 1 – Fiberglass Blown Insulation:	\$ _____
Bid Component 2 – Spray Foam Insulation:	\$ _____
Bid Component 3 – Ventilation (32Vents Total):	\$ _____
Bid Component 4 – Combustion Air Ducting (2 Mechanical Rooms):	\$ _____
Bid Component 5 – Mechanical Room Heaters (2 Mechanical Rooms):	\$ _____

1.3 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award.
- Commence work within seven days after execution of the agreement.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as compensation to the Owner for Owners additional expenses, by reason of our failure.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.4 CONTRACT TIME

If this Bid is accepted, we will:

- Complete the Work in _____ (_____) calendar days from the date of commencement identified in the agreement.

1.5 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid [Sum.] [Price.]

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

1.6 APPENDICES

In accordance with Instruction to Bidders, the following documents will be submitted within 24 hours of bid opening and made a condition of the Bid:

- Bidder's qualifications statement and supporting data (if requested by the Owner).
- List of Subcontractors.

1.7 BID FORM SIGNATURES

The Corporate Seal of

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

\
.....
(Authorized signing officer Title)

(Seal)

If the Bidder is a joint venture or partnership, add additional forms of execution for each member of the joint venture or partnership in the appropriate form or forms as above.

END OF DOCUMENT

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

Certificate Regarding Debarment, Suspension, and Ineligibility to Receive Federal Contracts, Certain Subcontracts, and Certain Federal Financial and Nonfinancial Assistance and Benefits.

By signing and submitting this certification, Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment.

Bidder Name

Project Name

Name and Title of Authorized Representative

Signature

Date

DRAFT AIA® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the « » day of « » in the year « Two Thousand Fourteen»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«LTBB Odawa Indians»« »
«7500 Odawa Circle
Harbor Springs, Michigan 49740»
«Telephone Number: (231)242-1421»
«Fax Number: (231)242-1430»

and the Contractor:
(Name, legal status, address and other information)

«»« »
»
«»
«»

for the following Project:
(Name, location and detailed description)

«LTBB Odawa Indians Tribal Health Clinic Insulation / Ventilation Improvements»
«1250 Leers Road
Petoskey, Michigan 49770»
« »

The Architect:
(Name, legal status, address and other information)

«Anthony Esson, Architect»« »
«PO Box 479
Gaylord, MI 49734»
«Telephone Number: 989/732-0585»
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« The date of Commencement shall be fixed in a Notice to Proceed. »

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« _ »	
Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not Substantially Complete and approved for occupancy by applicable Governing Authorities within the time agreed upon, plus any extensions of time as allowed by the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay the Owner One Hundred Dollars (\$ 100.00) for each day that expires after the date of Substantial Completion agreed upon until the Work is Substantially Complete. Liquidated Damages charges shall be deducted from the Contractor's progress payment. The Owner reserves the right to demand legal proceedings should the actual loss exceed the damages provided herein. »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- ☒ **« X »** Stipulated Sum, in accordance with Section 3.2 below
- ☐ **« »** Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- ☐ **« »** Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«None »

§ 3.2.2 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$ 0.00)
None	None	None

§ 3.2.3 Allowances included in the stipulated sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
None	

§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

«»

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

«»

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

«»

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

«»

§ 3.4.3.3 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$ 0.00)

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

«»

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the « last » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « last » day of the « following » month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than « thirty » (« 30 ») days after the Architect certifies the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

« The Owner will withhold retainage in the amount of 10% of the completed work through final payment. »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« Zero Percent » « 0% »

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 21.4 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ 6.1.3 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages
01100	Summary of Work	2/13/14	4
01270	Price and Payment Procedures	12/16/13	4
01310	Project management and Coordination	12/16/13	2
01330	Submittal Procedures	2/13/14	2
01430	Quality Assurance	12/16/13	2
06001	Wood Construction – Materials and Methods	12/16/13	4
07200	Thermal Protection	2/13/14	4
07300	Asphalt Shingle Roof System	12/16/13	2
07400	Roof Vents	2/14/14	2
15702	Heating and Ventilating Systems	12/16/13	6
16050	Basic Electrical Materials and Methods	12/16/13	4

§ 6.1.4 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date
10f1		12/16/13

§ 6.1.5 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- ~~1 Exhibit A, Determination of the Cost of the Work, if applicable.~~
- ~~2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

<< >>

- .3 Other documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

DOCUMENT	TITLE	DATE	PAGES
	Invitation to Bid	2/14/14	2
	Instructions to Bidders	2/14/14	7
	Davis Bacon Wage Rate Schedule	1/3/14	5
	Bid Form – Stipulated Price	Bid Date	3
	Certificate Regarding Debarment, Suspension, and Ineligibility.....	Bid Date	1

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor

shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner represents that this project is exempt from Michigan sales and use taxes under the provisions of the Tax Agreement Between the Little Traverse Bay Bands of Odawa Indians and the State of Michigan. The Contractor will not pay Michigan sales and use taxes on all materials that are purchased, used or acquired in the performance of this Contract that will not be removed from the site. Owner will issue the Contractor tax exemption certificates and provide Contractor any other documents needed to make tax exempt purchases, which Contractor will provide to suppliers.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 ~~Unless otherwise provided in the Contract Documents, the Contractor~~ Owner shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment ~~delivered at the site~~ and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for delivery to the site, unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on

adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order. Refer to Article 22.4

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor’s control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor’s Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner’s interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater herein, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.1.1 Contractor's liability insurance shall be no less than the following:

1. General Requirements
 - a. Worker's compensation - statutory
 - b. Employer's liability - established by Owner
2. Comprehensive general liability
 - a. Bodily injury
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 - b. Personal injury
 - \$1,000,000 each person
 - \$1,000,000 Aggregate
 - \$1,000,000 General Aggregate
3. Automobile liability
 - a. Bodily injury
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 - b. Property damage - \$1,000,000 each occurrence
4. Independent contractors - same limits as preceding
5. Products and complete operations - same limits as preceding for one (1) year, commencing with issuance of final Certificate for Payment.
6. Contractual liability - same limits as preceding

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner ~~shall have the right to require~~ hereby requires the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder ~~as stipulated in bidding requirements or specifically required in the Contract Documents~~ each in the penal sum of 100% of the Contract Sum and in accordance with applicable law on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 17.4.2 Performance and payment bonds shall be written on AIA Document A312 – 2010.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Little Traverse Bay Bands of Odawa Indians (LTBB). Notwithstanding any contrary provision of this or any other document, or any verbal representation, LTBB has made no waiver of sovereign immunity with respect to this Agreement or the services to be performed hereunder. Contractor is advised and acknowledges that liens are generally of no effect on the premises of the LTBB Reservation. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. ~~Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.~~

§ 21.2 Any claim that remains unresolved after referral to the Architect as described in Section 21.1 may be referred to mediation, subject to the mutual agreement of both parties. If either of the parties does not agree to mediate a claim, or if any claim remains unresolved after mediation, the claim shall be subject to the jurisdiction of the LTBB Tribal Court ~~If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 21.3 ~~The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 21.4 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 21.5 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 21.6 ~~Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

§ 21.7 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ ARTICLE 22 OTHER CONDITIONS OR PROVISIONS

§ 22.1 Contractor agrees that, to the greatest extent feasible, preferences and opportunities for training and employment in connection with this Agreement shall be given to Native Americans; and, as reasonable, preference in the award of any subcontracts in connection with this Agreement shall be given to Native American organizations and to Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (88 Stat. 77). Contractor will provide a list of jobs to the LTBB Odawa Indian Community. Contractor shall also ensure that its subcontractors comply with this provision.

§ 22.2 Contractor shall achieve Final Completion not later than thirty days after Substantial Completion. All architectural costs incurred after the Final Completion date resulting from the Contractor's failure to complete the Work as agreed shall be paid by the Contractor to the Owner prior to the authorization of final payment. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the current rate schedule in effect at the time of service, for services provided in connection with the Work. The architectural costs incurred after the final completion date will be deducted from the Contractor's progress payment or final payment as applicable.

§ 22.3 The Architect has endeavored to prepare Bidding Documents without conflicts or inconsistencies, however, it shall be recognized by the Bidder that conflicts and inconsistencies in the Plans and Specifications do occur. As such, in the case of a conflict or inconsistency in the Plans or Specifications that affects the Bid price, the Bidder shall include and/or shall be deemed to have included the higher quantity or quality of Product or material, and/or more labor intensive or costly installation in the Bid.

§ 22.4 The Architect has endeavored to coordinate the various aspects of the project in preparation of the Bidding Documents, however, it shall be recognized by the Bidder that components of the Work of any one trade may be identified at various locations throughout the Bidding Documents. As such, the successful Bidder shall be responsible for the Work identified in the Contract Documents as a whole without regard to the specific location of the information within the Contract Documents.

§ 22.5 CHANGES TO THE WORK When the Architect/Engineer establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, the percentage fee for Overhead and Profit shall be Ten Percent (10%) on the net cost of work by the General Contractor, and Ten Percent (10%) on the gross cost of work by a Subcontractor.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Fred Kiogima »«Tribal Chairman »
(Printed name and title)

CONTRACTOR (Signature)

« -> »
(Printed name and title)

SECTION 01100 SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. The work to be performed under this contract shall consist of furnishing the following to perform the work outlined in these specifications and as indicated by Project Drawings:
 - 1. tools
 - 2. equipment
 - 3. materials
 - 4. labor
 - 5. supplies
 - 6. manufactured articles
 - 7. all transportation to complete the work
 - 8. temporary facilities
- B. Location of Work: Little Traverse Bay Bands of Odawa Health Clinic, 1250 Lears Road, Petoskey, Michigan
- C. Incidentals Items: All work, materials, and services not expressly listed as being provided by others or not expressly called for in the contract but are necessary for the completion of the work in good faith, shall be furnished, installed, and performed by the contractor.

1.02 SUMMARY OF WORK TO BE DONE BY CONTRACTOR

The project consists of providing and installing fiberglass blown insulation, closed cell spray insulation, thirty-two (32) roof vents, and combustion air piping with intake air dampers for two (2) mechanical room furnaces. More specifically the work includes:

- A. Blown Fiberglass Insulation
 - 1. Installation of approximately 18000 square feet of additional fiberglass insulation to a minimum depth of 6-inches or a settle r-factor of 20.
 - 2. Installation and/or extension of proper vents between trusses to ensure adequate venting.
 - 3. Installation and/or extension of insulation dam at upper mezzanine wall.
 - 4. Installation of 2 x 8 inch maintenance walking plank with horizontal brace along center of roof line on interior truss web.

B. Spray Foam Insulation

1. Preparation of existing 2x4 inch stud wall with exposed 3.5 inch fiberglass insulation to accept spray on insulation around the mezzanine perimeter.
2. Installation of minimum 4-inches of closed cell spray foam insulation over existing fiberglass insulation around the mezzanine perimeter.

C. Vent Installation

1. Installation of 32 roof vents along the main ridge of the clinic roof.
2. Coordination of vent installation with other insulation and ventilation work to allow use of opening for temporary access to complete work.

D. Mechanical Room (Two Each) Combustion Air Ducting

1. Installation of combustion air ducting with insulation for furnaces located in two mechanical rooms with interlocking damper in accordance with applicable codes.
2. Each mechanical room has two furnaces. Room 1 has two (2) furnaces with a total of 450,000 BTU/HR input and Room 2 has two (2) furnaces with a total of 300,000 BTU/HR input.
3. Installation of gas unit heater in each mechanical room (total of 2) to offset heat loss from combustion air.

1.03 WARRANTY

- A. Provide a minimum of one (1) year warranty for all materials and labor, covering defects in the materials or deficiencies resulting from contractor installation and materials. Provide information for all materials with extended warranties as required under the specifications.

1.04 ADDITIONAL INFORMATION

- A. For information regarding the technical aspects of the project, contact the Engineer:

Indian Health Service
ATTN: Brian Willoughby, P.E.,
Facilities Consultant Engineer
9A S. Brown St.
Rhineland, WI 54501
Phone: 715-365-5114
Fax: 715-365-5113
brian.willoughby@ihs.gov

- B. For information regarding contracting information, contact the Owner's Representative for this project:

Little Traverse Bay Band of Odawa Indians
ATTN: Bryan Gillett
Planning Director
7500 Odawa Circle
Harbor Springs, MI 49740
Phone: 231-242-1580
Fax: 231-242-1585
bgillett@tlbbodawa-nsn.gov

- C. The Owner has retained an independent Architect to provide Construction Contract Administration Services. All documentation and communication with the Owner and Engineer (IHS) is to be through the Architect. Contact the Owner's Architect for this project:

Anthony Esson, Architect ATTN: Anthony P. Esson President
Phone: 989-732-0585
tony@anthonyessonarchitect.com

Mailing Address: PO Box 479
Gaylord, MI 49734
Shipping Address:
2111 Forester Drive
Frederic, MI 49733

- D. Comply with all Tribal regulations related to the completion of the work including the acquisition of necessary permits and the payment of Tribal taxes.

1.05 SAFETY

- A. Follow OSHA safety guidelines at all times.
- B. Examples or required safety practices include, but are not limited to:
1. Fall protection
 2. Hard hats worn on the job site as necessary for overhead work.
 3. Barricades, covers, other adequate methods of preventing passerby access to unattended construction areas.

END OF SECTION



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SECTION 01270 PRICE AND PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Work covered by this section includes method of measurement and basis of payment for all divisions included.
- B. Payment for the various items of the Bid Schedules, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, materials, labor, supplies, manufactured articles, transportation, and temporary facilities required to complete the work in accordance with contract documents including incidentals.
- C. Respective prices and payment shall constitute full compensation for all work completed including incidentals.
- D. All items not expressly listed as being provided by others that are necessary for the completion of work shall be furnished and installed by the Contractor.
- E. No payment shall be made for mobilization and demobilization of equipment.

1.02 ESTIMATED QUANTITIES

- A. All quantities stipulated in the bid schedule or other contract documents are approximate and are to be used: (1) as a basis for estimating the probable cost of the work and (2) for the purpose of comparing the bids submitted.
- B. The Contractor shall be paid for actual quantities installed based on the quantities measured in the field. The actual amounts of work completed and materials furnished may differ from estimated quantities. The Contractor shall make no claim for damages, anticipated profits, or otherwise, on account of differences between the estimated amounts and the actual amount of work performed and materials furnished.

1.03 SURVEY AND MEASUREMENTS

- A. All quantity measurements shall be the responsibility of the Contractor and will be verified by the Engineer.
- B. All measurements and subsequent payments will be based on completed and accepted work performed in strict accordance with the drawings, specifications, and other contract documents.

PART 2 – BID SCHEDULE ITEMS

2.01 GENERAL

- A. Payment shall be full compensation to complete the work items in good faith, including incidental work.
- B. In addition to the those things listed under each item, the unit price bid shall be full compensation for all of the following:
 - 1. General requirements in Division 01, but not limited to the following.
 - a. Submittals

2.02 BID ITEMS

- A. Schedule A: Insulation and Ventilation Construction
 - 1. Fiberglass Blown Insulation
 - a. Measurement: Lump Sum
 - b. Basis of Payment: Includes all preparation, insulation, extension of soffit vents, insulation dams, walkway planking, installation, and all other materials and appurtenances required to complete the work as specified.
 - 2. Spray Foam Insulation
 - a. Measurement: Lump Sum
 - b. Basis of Payment: Includes preparation, wire mesh, holding nails, insulation vents between insulation, installation of foam, and all other materials and appurtenances required to complete the work as specified.
 - 3. Ventilation (32 vents total)
 - a. Measurement: Lump Sum
 - b. Basis of Payment: Includes vents, waterproofing, shingles, flashing, fasteners, installation, and all other materials and appurtenances required to complete the work as specified.
 - 4. Combustion Air Ducting (2 mechanical rooms)
 - a. Measurement: Lump Sum

- b. Basis of Payment: Includes venting plan in accordance with local, state, and international codes, ducting, bracing, powered air damper, hood, installation, electrical wiring, and all other materials and appurtenances required to complete the work as specified. **Note: Lump Sum price includes installation of combustion air ducting in both mechanical rooms.**
- 5. Mechanical Room Heaters (2 mechanical rooms)
 - c. Measurement: Lump Sum
 - d. Basis of Payment: Includes venting plan in accordance with local, state, and international codes, heaters, gas supply piping, air/vent piping, installation, and all other materials and appurtenances required to complete the work as specified. **Note: Lump Sum price includes installation of heaters in both mechanical rooms.**

PART 3 – EXECUTION (N/A)

END OF SECTION



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SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes the preconstruction conference, construction scheduling and coordination requirements.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. Required after award of contract and prior to start of construction.
- B. Representatives from the following shall attend.
 - 1. Prime Contractor
 - 2. Subcontractors
 - 3. Engineer and Technical Representative
 - 4. Owner's Representative
- C. Engineer and/or Owner will arrange a date that is mutually acceptable to all parties planning to attend.
- D. Contractor shall notify subcontractors of time and date of meeting.

1.03 CONSTRUCTION SCHEDULE

- A. Present Engineer with a written preliminary construction schedule containing start and completion dates of the major items at the preconstruction meeting.
- B. Notify the Engineer three full working days in advance of any construction.
- C. Communicate major changes to the schedule to the Engineer in writing.

1.04 WORKING HOURS/DAYS

- A. Except as required for safety purposes, all work shall be performed during regularly scheduled working hours. The Contractor shall not work on Saturday, Sunday, or a Federal holiday without the Owner and Engineer's consent.

1.05 COORDINATION WITH OTHER CONTRACTORS/UTILITIES

- A. Coordinate work with other contractors and/or subcontractors on the project as necessary to complete the work specified.

- B. Coordinate work with local utilities (i.e. power, telephone, gas) as applicable.
Note: all buried utilities may not be shown on the plans. Contractor's responsibility for having utilities marked prior to construction.

END OF SECTION

SECTION 01330 SUBMITTAL PROCEDURE

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes information on submittal procedures. Materials requiring submittal are listed in the appropriate specification section.

1.02 SUBMITTAL PROCEDURES

- A. Submit copies of submittals in electronic .pdf format via email to the Owner's Architect for approval by the Engineer and/or Owner, unless requested otherwise.

~~Contractor's option:~~

~~One (1) hard copy.~~

~~An electronic copy in pdf format delivered to Engineer via email or other means as approved by the Engineer.~~

- B. Identify each cut sheet or shop drawing with the following information:

1. Contract number.
2. Supplier.
3. Specification section to which the submittal pertains.

- C. Submit the following information, as applicable:

1. Manufacturer's cut sheets indicating compliance with references (e.g. applicable ASTM, AWWA standards, NFPA, etc.).
2. Laboratory results, as applicable.
3. Dimensional drawings or shop drawings, as applicable.
4. Other information necessary for the Engineer to determine compliance with the specifications.
5. Clearly identify brand, manufacturer, model number, sizes, and all other information on each cut sheet to identify the exact product being submitted for approval.

- D. Identify variations from the contract documents and product or system limitations that may be detrimental to successful performance of the completed work.

- E. Revise and resubmit submittals as required and identify all changes made since previous submittal.

- F. Distribute copies of reviewed submittals to concerned parties, (i.e. suppliers, sub-contractors).
- G. Submit written communication of any inability to comply with the Engineer's and/or Owner's comments.
- H. Submit information to the Engineer and/or Owner at least two weeks in advance of the work to be performed.
- I. Approval of submittals must be provided by the Engineer and/or Owner prior to installation of materials.

END OF SECTION

SECTION 01430 QUALITY ASSURANCE

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes prerequisites and procedures to assure the quality of construction.

1.02 SUBMITTALS

- A. Contractor Name and License Number

1.03 INSTALLER QUALIFICATIONS

- A. Work shall be performed under the direction of personnel licensed in the state/reservation where the project is proposed and where licensing of the trade is regulated by the state/reservation including, but not limited to, plumbing, HVAC, and electrical work.

1.04 CONTROL OF INSTALLATION

- A. Review materials for acceptability when delivered to the site.
- B. Store and handle materials to prevent damage.
- C. Review materials, services, and workmanship to ensure that work is performed in accordance with the specifications.
- D. Comply fully with manufacturers' instructions.
- E. Should manufacturers' instructions conflict with contract documents, request clarification from Engineer before proceeding.
- F. Correct defective work to the satisfaction of the Project Engineer.

1.05 MANUFACTURER'S FIELD SERVICES

- A. Provide reports on observations and documentation of workmanship to the Engineer within 30 days of visit for review where manufacturers' field services are provided.

1.06 WARRANTY

- A. Provide a minimum one (1) year warranty for all materials and labor, covering defects in the materials or deficiencies resulting from contractor installation.

- B. Provide additional warranties as required under other sections.

END OF SECTION

SECTION 06001
WOOD CONSTRUCTION - MATERIALS AND METHODS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section covers the materials to be provided and the methods to be used for wood construction of the attic maintenance planking, and bracing for mechanical room combustion air ventilation.

1.02 RELATED WORK

- A. Section 07200 – Thermal Protection
- B. Section 07300 – Asphalt Shingle Roof System
- C. Section 15702 – Heating and Ventilation Systems

1.03 REFERENCES

- A. American Plywood Association (APA)
- B. West Coast Lumber Inspection Bureau (WCLIB)
- C. American Wood Preservers Association (AWPA)
- D. Uniform Building Code (UBC)
- E. International Building Code (IBC)

1.04 SUBMITTALS

- A. N/A

PART 2 - PRODUCTS

2.01 LUMBER

- A. Structural framing (2" thick, greater than 5" wide) shall be Douglas Fir #2, Hemfir #2, or Southern Yellow Pine #2 conforming to the latest standard grading and dressing rules of the WCLIB and the UBC.
- B. Light framing (2" thick, less than 5" wide) shall be construction grade or No. 2 and better, any species, conforming to the latest standard grading and dressing rules of the WCLIB and the UBC.
- C. Grade marked lumber.

- D. Pressure treated lumber in accordance with AWP and UBC for wood in that is in contact with concrete, masonry, or in other locations as specified.

2.02 PLANKING AND BRACING

- A. 2 x 4 minimum for bracing and framing.
- B. 2 x 8 minimum for horizontal maintenance planking.
- C. Designed in accordance with IBC.

PART 3 - EXECUTION

3.01 GENERAL

- A. Protect all wood products from moisture before and during construction.
- B. Protect existing roof and insulation from moisture during construction.
- C. Install products in accordance with APA, IBC, and UBC recommendations.
- D. Coordinate roof openings prior to installation of vents to allow installation of fiberglass insulation and spray foam insulation.

3.02 MAINTENANCE PLANKING CONSTRUCTION

- A. Install horizontal planking along centerline of room from attic access in each mechanical room.
- B. Install horizontal bracing on interior truss web above proposed finish elevation of blown insulation.
- C. Install and securely fasten planking to bracing.

3.03 VENTILATION BRACING

- A. Install bracing to support combustion air ventilation ductwork.
- B. Install bracing around opening in roof for ductwork under existing roof sheathing.
- C. Install flashing between ductwork and existing roof to keep moisture off sheathing.

- D. Adequately seal all roof penetrations during and after construction to prevent any moisture from entering the structure.
- E. Install ice/water shield, and asphalt shingles as necessary in accordance with Section 07300
- F. Install combustion air ventilation ductwork in accordance with Section 15702.

END OF SECTION



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SECTION 07200 THERMAL PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes fiberglass blown insulation, spray foam insulation, and fiberglass ductwork insulation.

1.02 RELATED WORK

- A. Section 06001 – Wood Construction – Materials and Methods
- B. Section 07400 – Roof Vents
- C. Section 15702 – Heating and Ventilation Systems

1.03 REFERENCES

- A. Uniform Building Code (UBC)
- B. International Building Code (IBC)

1.04 SUBMITTALS

- A. Fiberglass blown insulation - manufacturer's literature.
- B. Spray foam insulation – manufacturer's literature
- C. Method to prepare existing stud wall w/ fiberglass insulation for spray foam insulation (method and manufacturer's literature on products)

PART 2 - PRODUCTS

2.01 FIBERGLASS BLOWN INSULATION

- A. Flame spread index: 25 or less (ASTM E84)
- B. Combustibility: Non-combustible (ASTM E136)
- C. Minimum 6-inches with a settle r-factor of 20.

2.02 SPRAY FOAM INSULATION AND APPURTENANCES

- A. Closed cell spray foam insulation.
- B. Flame spread index: 25 or less (ASTM E84)
- C. Smoke-developed Index: less than 350 (ASTM E84)

- D. Minimum 4-inches with r-factor of 25.
- E. Spray foam insulation shall be tested and approved for installation in an attic without a prescriptive ignition barrier, or a prescriptive ignition barrier shall be provided.
- F. Wire mesh, insulation holding nails, and other appurtenances shall be rated for use with spray foam insulation.

2.03 PROPER ATTIC-RAFTER VENTS

- A. Extruded polystyrene.
- B. Equal to Owens Corning Raft-R-Mate.

2.04 DUCT WRAP

- A. Fiberglass insulation laminated to vapor retarder.
- B. Minimum R-6 installed.
- C. Equal to Owens Corning SOFTR Duct Wrap.

PART 3 - EXECUTION

3.01 EXAMINATION - INSULATION

- A. Verify adjacent surfaces are dry and ready to receive materials for thermal protection.
- B. Verify mechanical and electrical services within areas to be insulated are secure.
- C. Verify installation complies with insulation manufacturer's recommendations.

3.02 GENERAL

- A. The intent is to form a continuous, full thickness of insulation around the heated space.
- B. Fit tightly around obstacles and fill all voids.
- C. Coordinate with vent installation to allow use of roof opening for installation of insulation.

3.03 BLOWN INSULATION

- A. Verify and extend proper vents between each truss and soffit to ensure ventilation will not be obstructed once additional insulation is installed.
- B. Extend insulation dam at the upper mezzanine wall to ensure blown insulation will remain on mezzanine.
- C. Install 2x8 maintenance walking plan above blown with horizontal bracing at centerline of roof on interior truss web. Planking shall be placed above blown insulation and adequately braced to allow access for the entire length of the attic space.
- D. Install an additional 6-inches minimum of blown insulation over existing insulation.

3.04 SPRAY FOAM INSULATION

- A. Prepare existing 2x4 stud wall around entire perimeter of mezzanine (two total) to accept spray foam insulation. Existing fiberglass insulation shall be left intact.
- B. Contractor shall install wire mesh, insulation holding nails, and/or other method deemed appropriate by insulation industry and approved by Engineer.
- C. Spray foam insulation shall be installed from the bottom sill plate to a minimum of 12-inches above the top wall plate.
- D. The spray foam insulation can be used as the mezzanine attic insulation dam for installation of the blown insulation.
- E. Maintain clear space between lower roof sheathing and spray foam insulation by installing proper vents if necessary to ensure adequate ventilation.
- F. Provide a minimum 4-inch thickness around entire perimeter of the mezzanine (two total).

3.05 DUCTWORK INSULATION

- A. Install minimum R-6 fiberglass insulation on all combustion air ductwork.
- B. Secure all seams to provide a continuous seal around entire ductwork.

END OF SECTION



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SECTION 07300 ASPHALT SHINGLE ROOF SYSTEM

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the furnishing and installation of the asphalt shingle roof system and accessories for installation of the roof vents.

1.02 RELATED WORK

- A. Section 06001 – Wood Construction – Materials and Methods
- B. Section 07400 – Roof Vents

1.03 REFERENCES

- A. Unified Building Code (UBC)
- B. Underwriters Laboratories, Inc. (UL)
- C. National Roofing Contractors Association (NRCA)

1.04 SUBMITTALS

- A. Product Data: Manufacturer's product information and installation instructions
 - 1. Shingles

PART 2 - PRODUCTS

2.01 ASPHALT FIBERGLASS SHINGLES

- A. Architectural Shingles, Heavyweight: Mineral-surfaced, self-sealing, fiberglass based asphalt strip shingles complying with ASTM D3018, type 1, and ASTM D3462. Provide shingles bearing UL Class "A" external fire exposure label, UL "WIND Resistant" label, and 20 year warranty. Color selected by Owner to match existing shingles.

2.02 ASPHALT-SATURATED ROOFING FELT

- A. No. 30, unperforated organic felt, complying with ASTM D226 Type I, 36" wide.

2.03 WATER-ICE SHIELD

- A. W. R. Grace self-adhesive 40-mil thickness.

2.04 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum, or chromated steel; minimum 3/8 inch (9.5 mm) head diameter; minimum 11 or 12 gage (2.5 mm) shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into solid wood, plywood, or non-veneer wood decking.
- B. Metal Flashing: .024" mill finished aluminum sheet, job-cut as required.

PART 3 - EXECUTION

3.01 SHINGLE AND ACCESSORIES INSTALLATION

- A. Replace all damaged shingles resulting from installation of roof vents.
- B. Provide watertight seal around roof vents using water-ice shield and flashing as necessary.
- C. Install in accordance with UBC, NRCA, and manufacturer's recommendations as shown on the plans.

END OF SECTION

SECTION 07400 ROOF VENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the furnishing and installation of roof vents.

1.02 RELATED WORK

- A. Section 06001 – Wood Construction – Methods and Materials
- B. Section 07200 – Thermal Protection
- C. Section 07300 – Asphalt Shingle Roof System

1.03 REFERENCES

- A. Uniform Building Code (UBC)

1.04 SUBMITTALS

- A. Vent Product Data including Manufacturer's information and installation instructions

PART 2 - PRODUCTS

2.01 VENT AND ACCESSORIES

- A. UV resistant polypropylene with baffles to prevent entrance of rain and snow.
- B. Minimum of 75 sq. in. of net free area per vent.
- C. Suitable for installation of roof pitch of 2/12 to 12/12.
- D. Color: As approved by Owner and Engineer to match existing building.
- E. Equal to Duraflo WeatherPRO Series PRO75 Vent.
- F. Fasteners: hot dipped galvanized
- G. Total of 32 along ridge in accordance with drawings.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Coordinate with installation of insulation to allow use of roof openings if necessary.
- B. Install vents at locations as shown on plans, equally spaced along the roof as the same elevation.
- C. Vents shall be placed as to not interfere with existing and proposed mechanical room vents and trusses. Slight variation in location shall be allowed as approved by Owner or Engineer.
- D. Install in accordance with manufacturer recommendations to provide a watertight seal.
- E. Replace any damaged shingles as a result of installation of the vents.

END OF SECTION

SECTION 15702 HEATING AND VENTILATING SYSTEMS

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes the furnishing of a combustion air ducting plan and furnishing and installation of combustion air venting for mechanical rooms (two rooms total). It also includes furnishing of overhead heater venting plan and furnishing and installation of overhead heater for mechanical rooms (two rooms total).

1.02 RELATED WORK

- A. Section 06001 - Wood Construction-Materials and Methods
- B. Section 16050 - Basic Electrical Materials and Methods

1.03 REFERENCES

- A. Code Compliance: Comply with all applicable codes, including but not limited to:
 - 1. National Electric Code (NEC)
 - 2. Associated Air Balance Council (AABC)
 - 3. ASTM and ASME
 - 4. NFPA
 - 5. IBC
 - 6. International Fuel Gas Code (1=2012 IFGC)

1.04 SUBMITTALS

- A. Combustion Air Ducting Plan including overall dimension and details for all components including internal and external arrangements.
- B. Product Data: Manufacturer's information and installation instruction
 - 1. Ductwork
 - 2. Damper
 - 3. Weatherhoods and grills.
- C. Venting plan for overhead natural gas heater including overall dimensions and details for all components including internal and external arrangements.
- D. Product Data: Manufacturer's information and installation instruction
 - 1. Overhead Heater
 - 2. Thermostat

3. Venting

1.05 GENERAL REQUIREMENTS

- A. There are two (2) mechanical rooms that contain the heating systems for the clinic. Each mechanical room contains two (2) furnaces. HVAC Room 1 has a 300,000 and 150,000 BTU/HR furnaces. HVAC Room 2 has two (2) 150,000 BTU/HR furnaces.
- B. Currently there is not adequate venting in accordance with code to provide combustion air for the existing furnaces.
- C. Installation shall be in accordance with "Evaluation of Mechanical Rooms HVAC-1 and HVAC -2 Combustion Air Systems" as completed by JLK Engineering PLLC dated October 29, 2013 (attached)
 - 1. Contractor shall provide combustion air venting with a minimum of 216 square inches of free area into each mechanical room. Ductwork shall be a minimum of 18" x 12".
 - 2. Contractor shall fully inform themselves to all existing conditions and ensure proposed combustion air ducting plan is in accordance with all applicable codes and regulations.
 - 3. Venting shall be installed through sidewall of mechanical rooms into attic space and then vertically through the roof. Vent opening in mechanical room must commence within 12" of the ceiling.
 - 4. Contractor shall provide motorized interlocking dampers with all venting to maximize efficiency and minimize heatloss.
 - 5. Outdoor intake locations shall be a minimum of 10 feet away from any source of contamination.
 - 6. Wall and ceiling penetration shall be in accordance with building code requirements and ratings maintained (ie fire ratings).
- D. Natural gas overhead heaters shall be installed to offset heatloss and maintain room temperatures above 50 degree F.

PART 2 – PRODUCTS

2.01 DUCTWORK AND ACCESSORIES

- A. Contractor shall provide product information on all proposed ductwork and accessories with proposed plan for approval prior to start of

construction.

- B. All ducting shall be in accordance with local, state, and international codes.
- C. Provide motorized interlocking damper in accordance with codes.
- D. Terminate ductwork as required by code.
- E. Air Intake Damper
 - 1. Thermally insulated intake control damper with electric actuator.
 - 2. Damper shall be sized to provide fresh air at a rate that is compatible with the required combustion air.
 - 3. Silicone or rubber jamb and blade seals.
 - 4. Damper shall be coated with a high-pro polyester coating.
 - 5. Flange to duct mount with painted galvanized or aluminum weather hood and insect screen (to match exhaust fan). All louvers/hoods/grill shall have a minimum free area of 150 square inches in accordance with JLK Engineering recommendations.
 - 6. Blades of damper shall work in the parallel orientation.
 - 7. Aluminum damper guard to cover the interior side of the damper.
 - 8. All duct work shall be minimum 26 gauge.
 - 9. Equal to Greenheck Insulated Control Damper or TAMCO Series 9000 BF SC Thermally Insulated Damper with Thermally Broken Frame.
 - 10. Provide an electric actuator, 120 VAC, two position (fully open or fully closed). Actuator shall be equipped with a spring return.

F. Electrical Work

- 1. All necessary electrical equipment required for proper function of the equipment and installation in accordance with NEC.

2.02 OVERHEAD NATURAL GAS FIRED HEATER

- A. Natural gas fired high efficiency overhead unit heater with separated

combustion with built-in blower for circulation and remote mount thermostat capability.

- B. Minimum 24,000 Btu/Hr Output.
- C. Equal to Reznor Model UDAS or Modine Model HDS Series Blower Unit.
- D. Provide remote mount thermostat.

2.03 EQUIPMENT SUPPORT AND BRACES

- A. Bases, channels, angles, rods, etc. required to support the heating and ventilating equipment.
- B. Galvanized finish

2.04 NATURAL GAS PIPING

- A. Gas piping inside the building shall be black iron, schedule 40 with threaded joints.
- B. Gas fittings shall be black iron malleable screw thread, 125 psi W.P.
- C. The contractor is responsible for the provisions and coordination of connection to existing natural gas piping within the mechanical rooms.

PART 3 – EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

- A. Contractor shall submit proposed combustion air ducting plan for approval prior to start of any construction. The plan shall be in accordance with applicable codes and regulations.
- B. Equipment, piping and ducts shall not be supported from plaster, drywall, electrical conduit, other piping ducts or equipment, or any part of building not designed to carry these loads.
- C. The contractor shall be responsible for determining all opening dimensions required for installing the equipment and piping. In the event that holes must be cut through existing materials, contractor shall confirm approval with Owner prior to start of work. Any proposed wall, roof, or other penetrations shall be included in proposed plan.
- D. Installation shall comply with all national, state and local codes as well as NEC requirements, OSHA requirements, and National Fire Protection

Association requirements.

- E. The contractor shall complete testing of the combustion air ducting system to assure they operate as intended. This includes air balance testing to verify it is properly sized.

3.02 OVERHEAD LP AND NATURAL GAS FIRED HEATERS

- A. Install in accordance with manufacturer's recommendations and in accordance with all national, state and local codes. Installation shall comply with NEC, OSHA and National Fire Protection Association requirements.
- B. Mount remote thermostat on wall adjacent to the door.
- C. Label/Paint exposed gas piping in accordance with code.

END OF SECTION



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SECTION 16050
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the furnishing and installing of basic electrical materials and methods.

1.02 RELATED WORK

- A. Section 15702 – Heating and Ventilation Systems

1.03 REFERENCES

- A. National Electric Code (NEC)
- B. Underwriters Laboratories, Inc. (UL)

1.04 SUBMITTALS

- A. Conductors and Cables
- B. Conduit, Raceways, and Boxes
- C. Wiring Devices

1.05 WIRING OF CONTROL DEVICES

- A. Work to be completed under this Section includes the installation of wiring for mechanical room combustion air improvements. This equipment includes but is not limited to the following:
 - 1. Natural Gas Overhead Heaters:
 - a. Supply power from power source to overhead heater.
 - b. Thermostat control wiring from heater to location adjacent to entrance doorway.
 - 2. Air Intake Dampers
 - a. Supply power from power source to motorized air intake damper controller.
 - b. Control wiring from existing furnaces to motorized air intake damper.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Meet UL standards and are UL labeled.

- B. New and unused.

2.02 ENCLOSURES

- A. NEMA rating in accordance with NEC.

2.03 CONDUCTORS AND CABLES

- A. THWN or THW – in conduit.

- B. Minimum 600 volt rating.

- C. Copper conductors.

2.04 CONDUIT, RACEWAYS, AND BOXES

- A. Rigid Non-metallic Conduit and Raceways.

- 1. Interior - PVC Schedule 40.

- 2. Exterior– PVC Schedule 80.

- B. Fittings, Boxes, Clamps, and Straps – PVC to match conduit and raceway.

- C. Corrosion-proof or corrosion-resistant hardware.

- D. Suitable for wet location.

2.05 WIRING DEVICES

- A. Commercial grade quality.

- B. Suitable for location.

PART 3 - EXECUTION

3.01 PREPERATION

- A. New circuits shall be installed for the overhead gas heaters and motorized air intake dampers as required.

- B. Existing circuits may be utilized based on approval by Owner and Engineer. Electrician shall provide calculations documenting existing circuits can handle additional load and meet applicable codes.

3.02 GENERAL

- A. Complete work in accordance with NEC.
- B. Grounding of system shall be in accordance with NEC.
- C. Minimum No. 12 AWG branch circuits.
- D. Minimum No 14 AWG control circuits.
- E. Color code and number conductors.
- F. Surface mount conduit, raceways and boxes.
- G. Conduit bends shall be formed with a bending machine.
- H. Provide support clamps and straps to ensure a rigid installation.
- I. Complete installation suitable for location.
- J. Install new thermostats and switches at locations approved by the Owner and Engineer.
 - 1. Mount all switches minimum of 48 inches above the floor.
 - 2. Mount all thermostats a minimum of 60 inches above the floor.
- K. Install power supply wiring and control wiring in separate conduits for all devices that have such wiring.

END OF SECTION



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**EVALUATION OF MECHANICAL ROOMS HVAC-1 & HVAC-2
COMBUSTION AIR SYSTEMS
AT THE LTBB HEALTH CARE CLINIC**



Prepared By: JLK Engineering PLLC
Engineer: Justin Kowatch, PE
Date: October 29, 2013



JLK ENGINEERING

PROJECT BACKGROUND

This report consists of an evaluation of the existing combustion air systems, or lack thereof, at the existing Little Traverse Bay Band of Odawa Indians (herein after "LTBB") Health Clinic facility and recommendations for improvements.

EVALUATION OF EXISTING MECHANICAL MEZZANINE COMBUSTION AIR CONDITIONS

Justin Kowatch of JLK Engineering (herein after "JLK"), along with LTBB's Architect (Tony Esson of Anthony Esson Architect), visited the project site on October 24, 2013 where we visually inspected the existing 2nd floor mechanical rooms HVAC-1 and HVAC-2. During the inspection, it was noted that there is currently no means of providing combustion air for the existing gas-fired duct furnaces located in those rooms. Combustion Air (herein after "CA") is required by building codes for atmospheric gas-fired appliances to function properly and prevent combustion products from entering the building.

JLK ENGINEERING RECOMMENDATIONS

After reviewing the old mechanical plans, visiting the project site, reviewing building code requirements, and preparing some calculations JLK has the following recommendations for improving the combustion air conditions in HVAC-1 and HVAC-2.

- 1) **Provide CA into HVAC-1 & HVAC-2:** Refer to Appendix A1 - per section 304.6.2 of the 2012 International Fuel Gas Code (2012 IFGC), at least 150 square inches (or 1.1 square feet) of free area is required for providing CA to each of the mechanical rooms. JLK suggests providing at least 216 square inches (or 1.5 square feet) of free area via a new 18" wide X 12" high CA duct into each of the mechanical rooms.
- 2) **Options for providing CA:** Refer to Appendix A2 - the IFGC allows CA to be provided to the mechanical rooms from an adequately ventilated attic space OR directly ducted to the outdoors. In order to reduce heat escaping the mechanical rooms into the ventilated attics, which may cause roof icing, JLK recommends ducting the CA directly to the outdoors. This can be done in several ways as can be seen in Figure 304.6.2 –
 - a. Option 2A = Opening in sidewall of and outdoor wall. This opening must commence within 12" of the ceiling. It appears both rooms have no direct walls to the outdoors.
 - b. Option 2B = Opening in the ceiling of the mechanical room, ducted to the outdoors.
 - c. Option 2C = Opening in the sidewall, ducted to the outdoors. This opening must commence within 12" of the ceiling. It appears that this option is most likely to be used due to the location of the mechanical rooms relative to the attic and lack of outside walls.
- 3) **Other considerations:** The following are items to consider for these improvements.
 - a. Grilles/Louvers/hoods – Please note that any grilles installed in the ceiling/sidewall of the mechanical room OR any louvers/hoods installed on the attic gable end/roofs must have a minimum free area of 150 square inches (or 1.1 square feet) in order to comply with the code requirements. Eggcrate style grilles (Titus #50F) provide the most free area of grille types.
 - b. Location of CA Intakes – Outdoor intake locations for the new CA shall be a minimum of 10 feet from any source of contamination (i.e. chimneys/vents, plumbing vents, etc.).
 - c. Wall/Ceiling Ratings – New wall/ceiling penetrations shall be made in accordance to building code requirements. The ratings of the existing walls/ceilings shall be verified and penetrated accordingly (i.e. fire dampers, fire caulk, etc.).

- d. Insulation – All ductwork shall be insulated with R-6 fiberglass insulation.
- e. Add Heat in Mechanical Rooms – During the heating season the new CA being provided into these two mechanical rooms will cause lower room temps. JLK suggests adding a new gas unit heater in each of the rooms to offset this heat loss and maintain room temps above 50 degrees F. The new unit heaters shall be a seal combustion/direct vent unit heater (Reznor UDAS or Modine HDS) so as not to require additional combustion air.

APPENDIX

Appendix A1 – 2012 International Fuel Gas Code section 304.6.2 and calculations.

Appendix A2 – 2012 International Fuel Gas Code figure 304.6.2.

END OF REPORT-

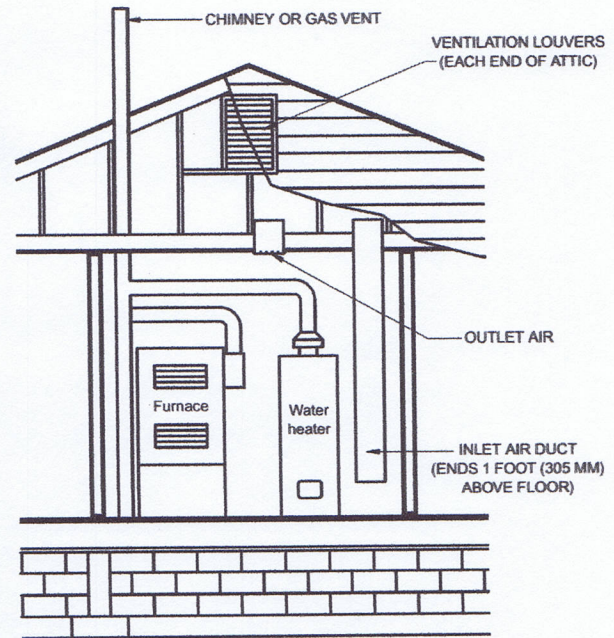
less than 1 square inch per 2,000 Btu/h (1,100 mm²/kW) of total input rating of all appliances in the enclosure [see Figure 304.6.1(3)].

❖ Two openings located as prescribed in this section are intended to induce a convective air current in the room or space by admitting cooler, denser air in the lower opening and allowing the escape of warmer, less dense air through the upper opening. The farther apart the openings, the greater the temperature differential and the greater the convective force behind the current. A component of combustion air is cooling (ventilation) air for the appliance enclosure. The two-opening method was created to ventilate the appliance enclosure in addition to supplying combustion air. This ventilation cools the appliances and would help remove any combustion gases that spilled from the appliances.

304.6.2 One-permanent-opening method. One permanent opening, commencing within 12 inches (305 mm) of the top of the enclosure, shall be provided. The appliance shall have clearances of at least 1 inch (25 mm) from the sides and back and 6 inches (152 mm) from the front of the appliance. The opening shall directly communicate with the outdoors or through a vertical or horizontal duct to the outdoors, or spaces that freely communicate with the outdoors (see Figure 304.6.2) and shall have a minimum free area of 1 square inch per 3,000 Btu/h (734 mm²/kW) of the total input rating of all appliances located in the enclosure and not less than the sum of the areas of all vent connectors in the space.

❖ Research has shown that for modern appliances, a single opening to the outdoors will perform as well as

the traditional two-opening method. The one-opening method described in this section depends on a reduced pressure being created in the enclosure by the draft created by the venting system. This reduced



For SI: 1 foot = 304.8 mm.

FIGURE 304.6.1(2)
ALL AIR FROM OUTDOORS THROUGH VENTILATED ATTIC
(see Section 304.6.1)

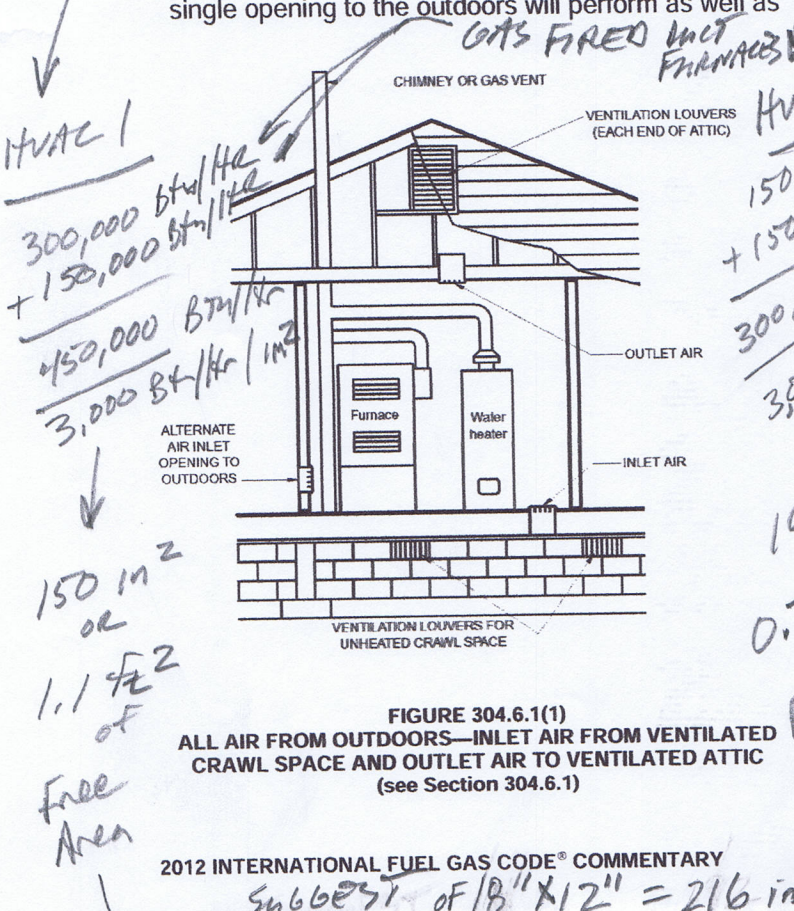


FIGURE 304.6.1(1)
ALL AIR FROM OUTDOORS—INLET AIR FROM VENTILATED
CRAWL SPACE AND OUTLET AIR TO VENTILATED ATTIC
(see Section 304.6.1)

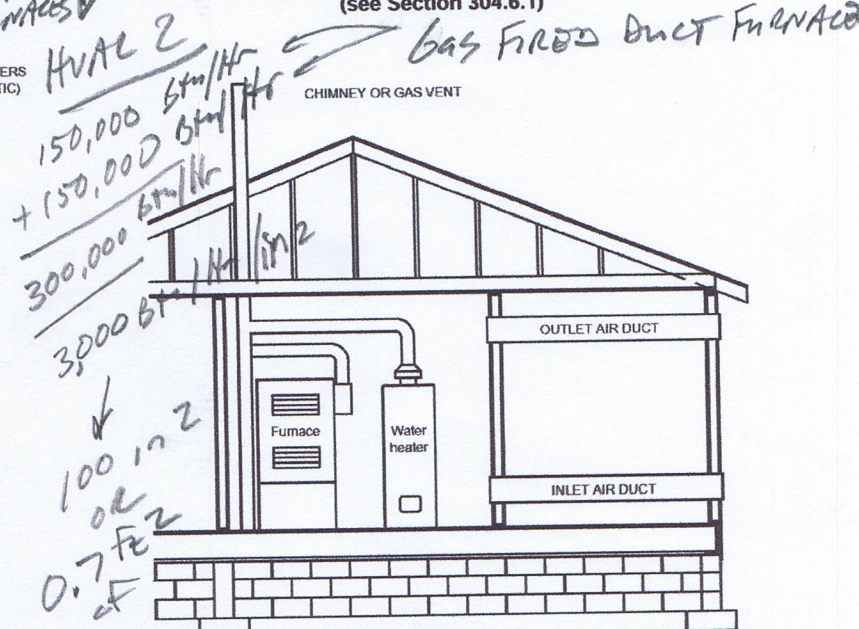


FIGURE 304.6.1(3)
ALL AIR FROM OUTDOORS
(see Section 304.6.1)

SUGGEST OF 8" X 12" = 216 in² OR 1.53 ft²

GENERAL REGULATIONS

pressure causes combustion air to enter the enclosure through the single opening. The opening must be properly sized considering both sizing criteria: the square-inch-area-per-Btu/h ratio and the area minimum based on the sum of the areas of all vent connectors in the enclosure. This method allows for fewer openings, fewer ducts and fewer objections by the owners/occupants.

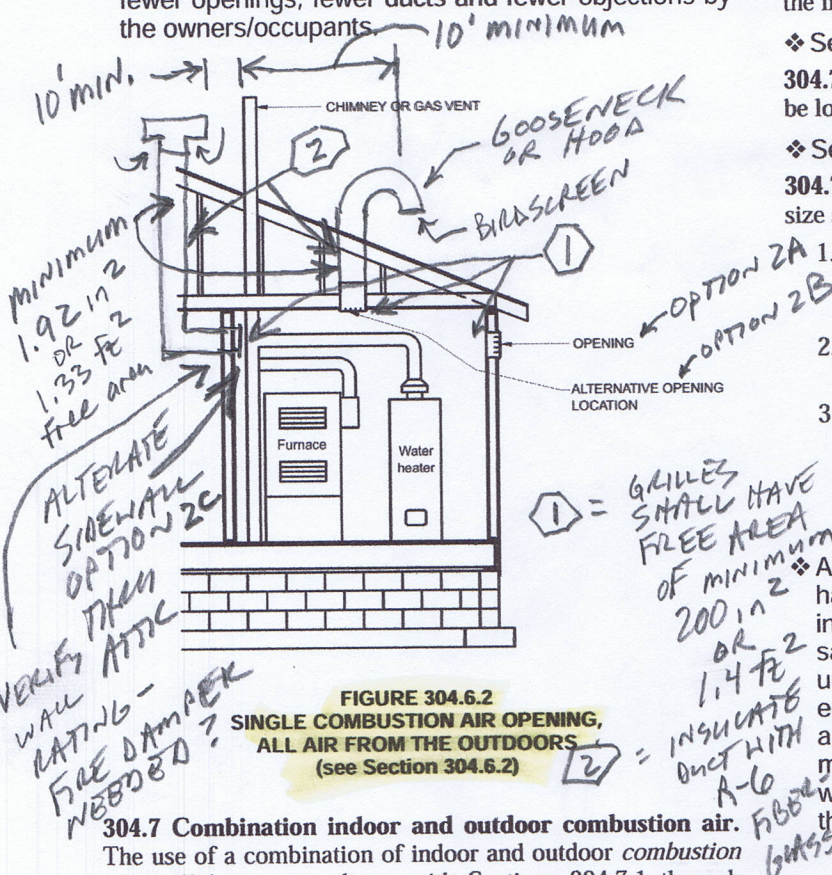


FIGURE 304.6.2
SINGLE COMBUSTION AIR OPENING,
ALL AIR FROM THE OUTDOORS
(see Section 304.6.2)

304.7 Combination indoor and outdoor combustion air.

The use of a combination of indoor and outdoor combustion air shall be in accordance with Sections 304.7.1 through 304.7.3.

❖ This method of supplying combustion air is a combined application of Section 304.5 and Section 304.6. This method allows credit for the amount of infiltration that exists and makes up for the shortage with supplemental outdoor air. In other words, in addition to obtaining combustion air directly from the outdoors, this method relies on building infiltration for a portion of the total combustion air. In spaces where the volume is insufficient to satisfy the method of Section 304.5 or where smaller outdoor air openings than required by Section 304.6 are desired, this method allows infiltration and outdoor openings to supplement each other. If the appliances are enclosed in a small room such as a closet, openings to adjacent spaces as prescribed by Section 304.5.3 must be provided to couple the appliance room volume with any other space volume counted on to provide combustion air. Frequently, sufficient volume cannot be obtained in the appliance enclosure or by opening the appliance enclosure to adjacent spaces. This method

of combining indoor and outdoor air is an alternative solution. Simply stated, this section uses ratios of what is required to what is actually supplied so that when combined, the indoor air component and the outdoor air component add up to the whole required.

304.7.1 Indoor openings. Where used, openings connecting the interior spaces shall comply with Section 304.5.3.

❖ See the commentary for Section 304.5.3.

304.7.2 Outdoor opening location. Outdoor opening(s) shall be located in accordance with Section 304.6.

❖ See the commentary for Section 304.6.

304.7.3 Outdoor opening(s) size. The outdoor opening(s) size shall be calculated in accordance with the following:

1. The ratio of interior spaces shall be the available volume of all communicating spaces divided by the required volume.
2. The outdoor size reduction factor shall be one minus the ratio of interior spaces.
3. The minimum size of outdoor opening(s) shall be the full size of outdoor opening(s) calculated in accordance with Section 304.6, multiplied by the reduction factor. The minimum dimension of air openings shall be not less than 3 inches (76 mm).

❖ Although the principle has not changed, this method has been simplified compared to the same provision in the 2000 edition of the code. The intent is still the same; that is, the fraction of the required indoor volume plus the fraction of outdoor openings must be equal to or greater than 1. The indoor volume method and the out-door air method can both be stand-alone methods; therefore, half of one and half of the other will work, as will three fourths of one and a quarter of the other, etc.

This section is expressed in the following equation:

$$\left[1 - \left(\frac{\text{available indoor volume}}{\text{volume required by Section 304.5}} \right) \right] \times \frac{\text{full size opening required by Section 304.6}}{\text{reduced size outdoor air openings}} = \text{outdoor air openings}$$

Example:

Given:

7,500 ft³ of indoor volume is required if all indoor air is to be used.

4,950 ft³ of indoor volume is available.

One opening to the outdoors is desired and must be 50 in.² if all outdoor air is to be used.

$$\left[1 - \left(\frac{4,950 \text{ ft}^3}{7,500 \text{ ft}^3} \right) \right] \times 50 \text{ in.}^2 = \text{reduced outdoor opening size}$$

$$0.34 \times 50 \text{ in.}^2 = 17 \text{ in.}^2 \text{ outdoor opening size}$$

Either of the provisions of Section 304.6 when combined with the provision of this section can be used to satisfy the equation.